

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)



March 5, 2007

RECORDATION NO. 26837- **FILED** ^A

MAR 05 '07 9 00 AM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement, dated as of February 28, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Grantor: SNC FEEDER 4
17, cours Valmy
Puteaux, 92800
France

Grantee: New Jersey Transit Corporation
One Penn Plaza East
Newark, NJ 07105

Mr. Vernon A. Williams
March 5, 2007
Page 2

A description of the railroad equipment covered by the enclosed document is:

1 passenger railcar bearing New Jersey Transit road number 7200.

A short summary of the document to appear in the index is:

Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

MEMORANDUM OF SECURITY AGREEMENT

This Memorandum of Security Agreement is made and entered into as of February 28, 2007 between SNC FEEDER 4, a *société en nom collectif*, whose registered office is at 17, cours Valmy, 92800, Puteaux, France, as Lessor ("Lessor"), and NEW JERSEY TRANSIT CORPORATION, a body corporate and politic established in the Executive Branch of the State Government of New Jersey, having an address at One Penn Plaza East, Newark, New Jersey 07105, as Lessee ("Lessee"), respecting that certain Security Agreement (the "Security Agreement") dated as of February 28, 2007, between Lessor and Lessee.

Pursuant to the provisions of the Security Agreement, Lessor and Lessee hereby affirm and acknowledge that:

1. Lessor has agreed to grant the Lessee a first priority security interest in and lien on certain multi-level commuter rail passenger cars as described and bearing the identification numbers as listed on Exhibit A attached hereto (and as shall be identified in each Replacement of Appendix to the Security Agreement) (each multi-level commuter rail passenger car referred to as an "Item of Equipment"), all proceeds of each Item of Equipment, and all parts of each Item of Equipment, wherever located, whether now owned or hereafter acquired, in which Lessor shall have or acquire an interest, effective as of the date hereof (or thereof, as applicable, in the case of each Replacement of Appendix to the Security Agreement) and subject to the terms of the Security Agreement. As used herein, "Part" means any and all items constituting part of an Item of Equipment, including appliances, components, instruments, parts, appurtenances, accessories and peripheral and miscellaneous equipment (including replacement parts and equipment) that may from time to time be incorporated or installed in or attached to an Item of Equipment.

2. Lessor and Lessee further acknowledge and affirm that this Memorandum of Security Agreement is not a summary of the Security Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum of Security Agreement to be duly executed by their respective, duly authorized representatives as of the date and year first above written.

SNC FEEDER 4

RECORDATION NO. 26837-A FILED

MAR 05 '07 -9 00 AM

SURFACE TRANSPORTATION BOARD

By [Signature]
Name: Morie he Picard
Title: Attorney-in-Fact

NEW JERSEY TRANSIT CORPORATION

By [Signature]
Name: Robert Webb
Title: Manager, Project Finance

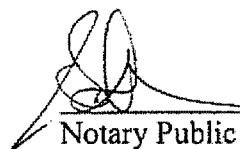
STATE OF _____)
COUNTY OF _____)

SS:

On this 28th of February, 2007, before me personally appeared Marie Le Picard, to me personally known, who being duly sworn, stated that s/he is an attorney-in-fact of SNC FEEDER 4, that said instrument was signed on behalf of said entity with all necessary authority, and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

My Commission Expires: June 1, 2010

(seal)


Notary Public

SONIA D. ODOM
Notary Public, State of New York
No. 010D6007984
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires June 1, 2002010

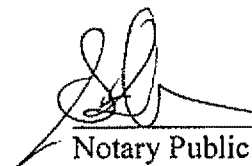
STATE OF _____)
COUNTY OF _____)

SS:

On this 28th of February, 2007, before me personally appeared Robert Webb, to me personally known, who being duly sworn, stated that he is Manager, Project Finance of NEW JERSEY TRANSIT CORPORATION, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires: June 1, 2010

(seal)


Notary Public

SONIA D. ODOM
Notary Public, State of New York
No. 010D6007984
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires June 1, 2002010

EXHIBIT A

All right, title and interest of the Lessor in the following:

(a):

<u>Equipment Description</u>	<u>Type</u>	<u>Railcar Identification Number</u>
Bombardier Multi-Level Commuter Rail Passenger Car	trailer car with toilet	7200

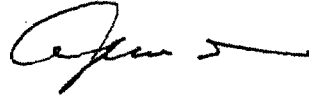
Each of the above-listed multi-level commuter rail passenger cars is herein called an "Item of Equipment"; and

(b): All parts of each Item of Equipment, wherever located, whether now owned or hereafter acquired, in which Lessor shall have or acquire an interest. As used herein, "Part" means any and all items constituting part of an Item of Equipment, including appliances, components, instruments, parts, appurtenances, accessories and peripheral and miscellaneous equipment (including replacement parts and equipment) that may from time to time be incorporated or installed in or attached to an Item of Equipment.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/5/07



Robert W. Alvord